



# CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: Freeway Maintenance Agreement No. X-95, Supplement 1

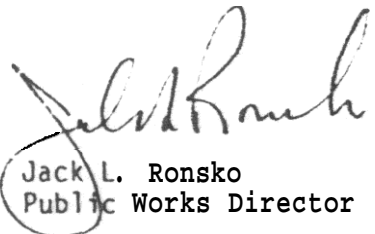
MEETING DATE: March 4, 1992

PREPARED BY: Public Works Director

**RECOMMENDED ACTION:** That the City Council adopt a resolution approving Freeway Maintenance Agreement X-95 (S1) between the State of California and the City for maintenance of State highways in the City of Lodi and authorizing the Mayor and City Clerk to execute the agreement.

**BACKGROUND INFORMATION:** This agreement clarifies the division of maintenance responsibility as to separation structures and City streets and landscaped areas within the freeway limits. The original agreement was signed by the City and State on January 2, 1964. This modifies the old agreement to reflect what is currently being maintained by the City in the area of Turner Road due to annexations since the original agreement was signed. The new agreement also changes some of the language and adds several sections not included in the old section. These changes do not change City responsibility or maintenance requirements.

**FUNDING:** Not applicable.

  
Jack L. Ronsko  
Public Works Director

Prepared by Sharon Blaufus, Administrative Assistant

JLR/SB/lm

Attachment

cc: City Attorney  
Street Superintendent

APPROVED

  
THOMAS A. PETERSON  
City Manager

W 1  
recycled paper

CC-1

CITY COUNCIL

JAMES W. PINKERTON, Mayor  
PHILLIP A. PENNINO  
Mayor Pro Tempore  
DAVID M. HINCHMAN  
JACK A. SIEGLOCK  
JOHN R. (Randy) SNIDER

CITY OF LODI

CITY HALL, 221 WEST FINE STREET  
P.O. Box 3006  
LODI, CALIFORNIA 95241-1910  
(209) 334-5634  
FAX (209) 333-6795

THOMAS A. PETERSON  
City Manager  
ALICE M. REIMCHE  
City Clerk  
BOB McNATT  
City Attorney

March 6, 1992

W. H. Gilmore, P. E.  
Maintenance Engineer  
State of California  
Department of Transportation  
P.O. Box 2048  
Stockton, CA 95201

10-SJ-99-27.7131.7  
City of Lodi


Re: Freeway Maintenance Agreement No. X-95  
Supplement No. 1

Dear Mr. Gilmore:

Pursuant to your February 18, 1992 letter, enclosed please find original and one copy of the above referenced agreement and a certified copy of authorizing Resolution No. 92-40.

Should you have any questions regarding the matter, please do not hesitate to call this office.

Very truly yours.

  
Alice M. Reimche  
City Clerk

AMR/jmp

Enclosures

FMA NO. X-95(S1)  
10-SJ-99-27.7/31.7  
CITY OF LODI

FREEWAY MAINTENANCE AGREEMENT

CITY OF LODI

THIS AGREEMENT, made and executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 1992, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as the "STATE" and the CITY OF MDI, hereinafter referred to as the "CITY."

WITNESSETH

WHEREAS, freeway agreements were executed between the County of San Joaquin and the State wherein the County agreed and consented to certain adjustments of the County road system required for the development of that portion of State Highway Route 99 within the limits of the County of San Joaquin as a freeway, and

WHEREAS, said freeway has been completed and the City of Lodi has in the meantime annexed this area, resulting in the County road becoming a City street, and the parties hereto mutually desire to clarify the division of maintenance responsibility as to separation structures and city streets or portions thereof and landscaped areas, within the freeway limits; and

WHEREAS, under the above freeway agreements the City will resume control and maintenance over each of the relocated or reconstructed city streets except on those portions thereof adopted as a part of the freeway proper.

MAINTENANCE DEFINED:

Maintenance is defined in Section 27 of the Streets and Highways Code as follows:

Sec. 27

"(a) The preservation and keeping of rights-of-way, and each type of roadway, structure, safety convenience or device, planting, illumination equipment and other facility, in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction or other improvement.

"(b) Operation of special safety conveniences and devices, and illuminating equipment.

"(c) The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements or other unusual or unexpected damage to a roadway, structure or facility."

**NOW THEREFORE, IT IS AGREED:**

1. When a planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described, which affects the division of maintenance, the Department will provide a new dated and revised Exhibit "A", which is made a part hereof by this reference, which will supersede the original exhibit and which will become part of this agreement.

2. **VEHICULAR OVERCROSSINGS:**

The STATE will maintain, at STATE expense, the entire structure below the deck surface except as hereinafter provided. The CITY will maintain, at CITY expense, the deck and for surfacing and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface. The CITY will also maintain all portions of the structure above the bridge deck, as above specified, including lighting installations, as well as all traffic service facilities (signals, signs, pavement markings, rails, etc.) that may be required for the benefit or control of City traffic.

At such locations, as shall be determined by the STATE, screening shall be placed on State freeway overpasses on which pedestrians are allowed (as directed by Section 92.6 of the Streets and Highways Code). All screens installed under this program will be maintained by the STATE at STATE expense.

3. **LANDSCAPED AREAS ADJACENT TO CROSSING STRUCTURES**

If there be any responsibility for maintenance of any plantings or other types of roadside development lying outside of the area reserved for freeway use, it shall lie with the CITY and not with the STATE.

4. LEGAL RELATIONS AND RESPONSIBILITIES:

Nothing in the provisions of this agreement is intended to create duties or obligations to or rights in third parties not parties to this contract, or affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.

It is understood and agreed that neither the STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the CITY under or in connection with any work, authority or jurisdiction delegated to the CITY under this Agreement. It is understood and agreed that pursuant to Government Code Section 895.4 CITY shall defend, indemnify and save harmless the State of California, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the CITY under or in connection with any work, authority or jurisdiction delegated to the CITY under this Agreement.

It is understood and agreed that neither the CITY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the STATE under or in connection with any work, authority or jurisdiction delegated to the STATE under this Agreement. It is understood and agreed that pursuant to Government Code Section 895.4 STATE shall defend, indemnify and save harmless the CITY, all officers and employees, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to the State under this Agreement.

5. EFFECTIVE DATE:

This agreement shall be effective upon the date of its execution by the STATE, it being understood and agreed, however, that the execution of this Freeway Maintenance Agreement shall not affect any pre-existing obligations of the CITY to maintain designated areas pursuant to prior written notice from the STATE that work in such areas, which the CITY has agreed to maintain pursuant to the terms of the Freeway Agreement, has been completed.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF LODI

By [Signature]  
Mayor

[Signature]  
City Clerk

Approved as to Form  
and procedure:

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Attorney  
Department of Transportation

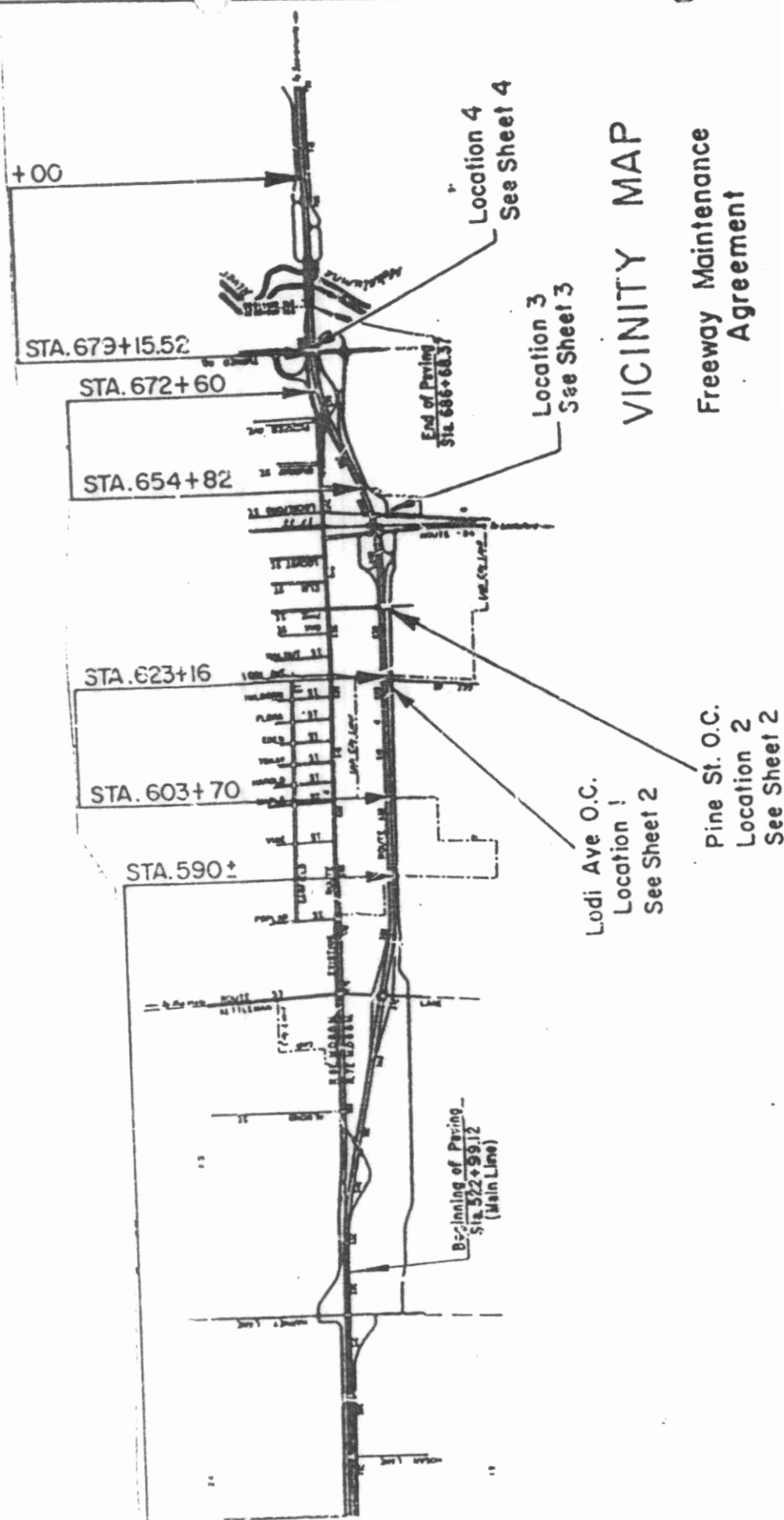
JAMES W. VAN LOBEN SELS  
Director of Transportation

[Signature]  
City Attorney

By \_\_\_\_\_  
District Director

By \_\_\_\_\_

DIST	CO	RTE	POST MILES	SHEET OF SHEETS
10	SJ	99	27.7/31.7	1
				4



## VICINITY MAP

Freeway Maintenance Agreement

## VICINITY MAP

Freeway Maintenance Agreement

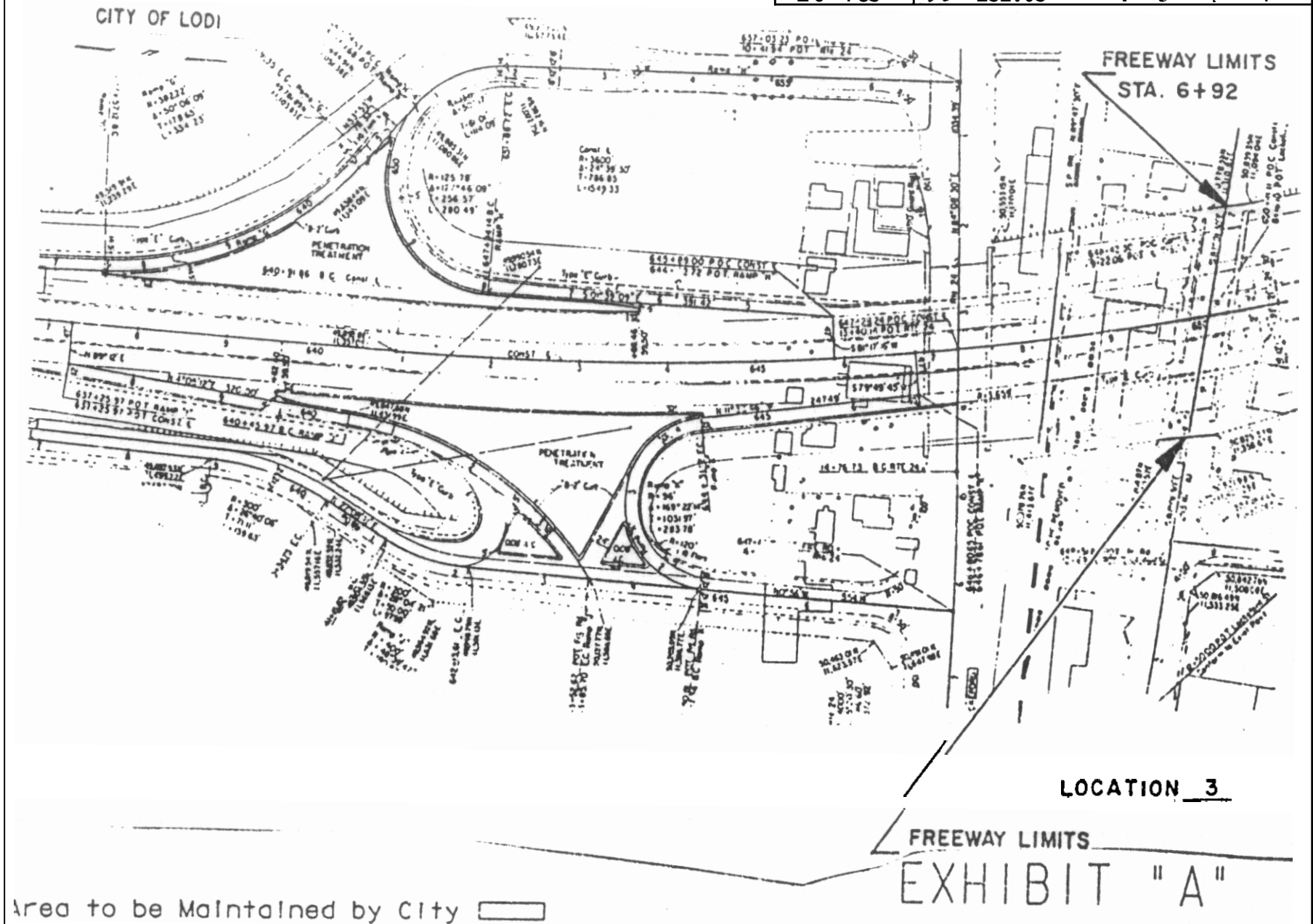
## EXHIBIT "A"

Area to be



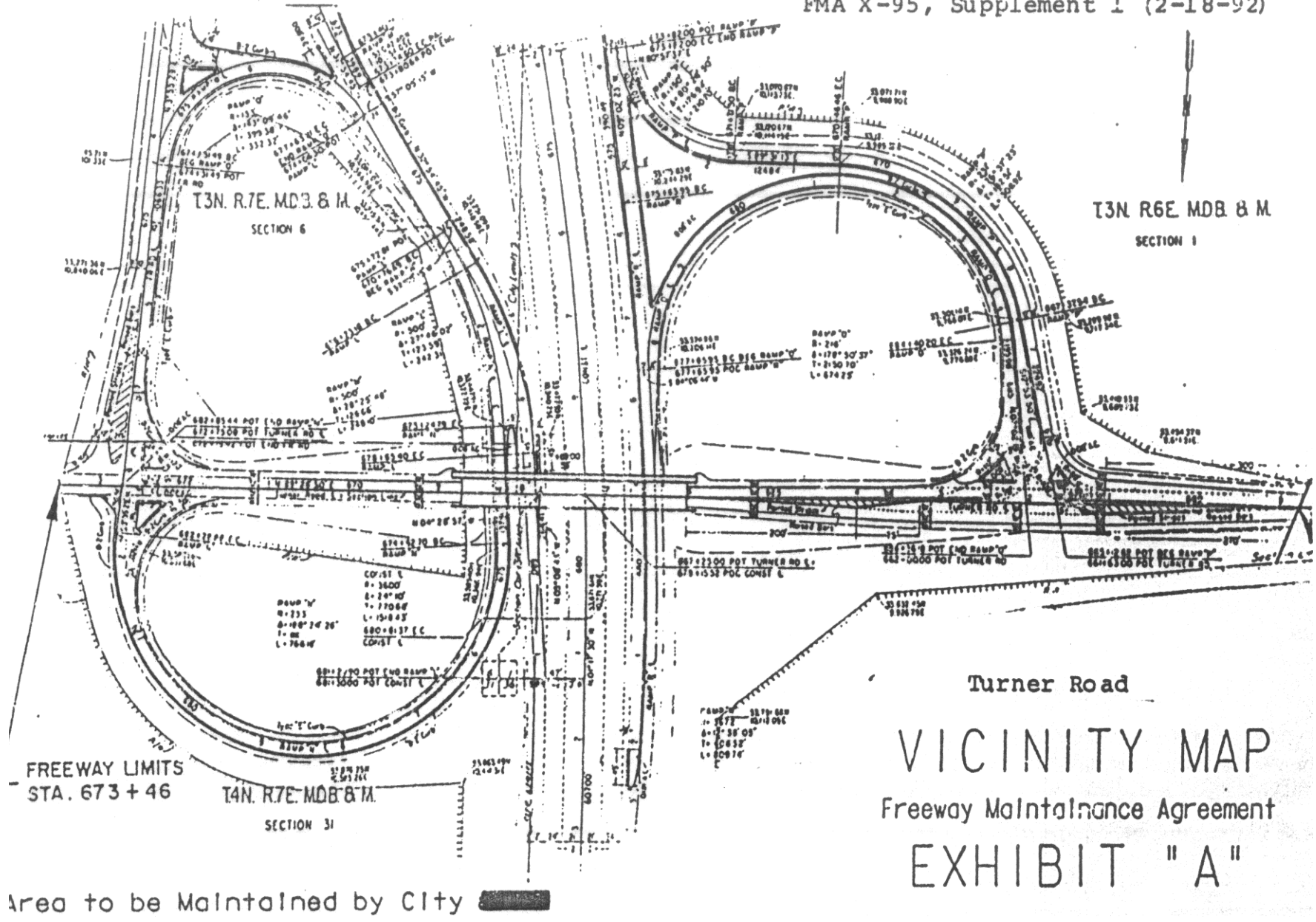


DIST	CO	RTE (POST MILES)	SHEET OF SHEET
10	SJ	99 131.03	3 4



DIST	CO	RTE	POST MILES	SHEET OF SHEET	
10	SJ	99	31.58	4	4

FMA X-95, Supplement 1 (2-18-92)



Turner Road

VICINITY MAP

Freeway Maintenance Agreement

EXHIBIT "A"

RESOLUTION NO. 92-40

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING FREEWAY MAINTENANCE AGREEMENT X-95, SUPPLEMENT 1, FOR  
MAINTENANCE OF STATE HIGHWAYS IN THE CITY OF LODI

WHEREAS, the State of California through its Department of Transportation, has presented an Agreement for Maintenance of State Highways in the City of Lodi, effective upon the date of its execution by the State and to remain in effect until amended or terminated; and

WHEREAS, said agreement modifies an original agreement dated January 2, 1964 to reflect what is currently being maintained by the City in the area of Turner Road due to annexations since the original agreement was signed, and modifies language and adds sections, which do not, however, change City responsibility or maintenance requirements; and

WHEREAS, a copy of the subject agreement marked "Exhibit A" is attached hereto and thereby made a part hereof;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lodi that said Freeway Maintenance Agreement X-95. Supplement 1, for maintenance of State Highways in the City of Lodi is hereby approved and the Mayor and City Clerk are directed to sign the same on behalf of the City.

Dated: March 4, 1992

I hereby certify that Resolution No. 92-40 was passed and adopted by the Lodi City Council in a regular meeting held March 4, 1992 by the following vote:

Ayes: Council Members - Hinchman, Pennino, Sieglock. Snider  
and Pinkerton (Mayor)  
Noes: Council Members - None  
Absent: Council Members - None

*Alice M. Reimche*  
Alice M. Reimche  
City Clerk *by jmt*